

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CONNIE MCLENNAN, VIRGINIA
ZONTOK, and CARYL FARRELL, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

LG ELECTRONICS USA, INC.,

Defendant.

Hon. William J. Martini, U.S.D.J.

Civil Action No. 10-CV-03604 (WJM)
(MF)

**STIPULATION AND ORDER
REGARDING UNDERTAKING RE:
ATTORNEYS' FEES AND COSTS
AND CLASS REPRESENTATIVE
STIPENDS**

Plaintiffs Connie McLennan, Virginia Zontok, and Caryl Farrell and Defendant LG Electronics USA, Inc. ("the Parties"), by and through their undersigned counsel stipulate and agree as follows:

WHEREAS, Class Counsel (as defined in the underlying Settlement Agreement) and their respective law firms desire to give an undertaking (the "Undertaking") for repayment of their award of attorney fees and costs, as well as their repayment of any stipend that the Court awards to Class Representatives (the "Stipends"), as is required by the Settlement Agreement and approved by the Court,

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency,

NOW, THEREFORE, each of the undersigned Class Counsel, on behalf of themselves as individuals and as agents for their respective law firms, hereby submit themselves and their respective law firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

The obligations of Class Counsel and their respective law firms are joint and several.

LG Electronics USA, Inc. (hereinafter "LGEUS") will pay Class Counsel the full amount of the attorney fees and costs provided in the Settlement Agreement and approved by the Court within ten (10) business days of the Final Judgment.

LGEUS will pay to the Class Representatives the full amount of the Stipends provided in the Settlement Agreement and approved by the Court within ten (10) business days of the Final Judgment.

In the event that the Final Judgment is reversed or modified on appeal, in whole or in part, Class Counsel shall repay to LGEUS the full amount of the attorney fees and costs paid by LGEUS to Class Counsel and the Stipends paid to the Class Representatives, including any accrued interest, within ten (10) business days after the order reversing or modifying the Final Judgment, in whole or in part, becomes final.

In the event the Final Judgment is not reversed on appeal, in whole or in part, but the attorney fees and costs or the Stipends awarded by the Court are vacated or modified on appeal, Class Counsel shall repay to LGEUS the attorney fees and costs and/or the Stipends paid by LGEUS to Class Counsel and/or Class Representatives in the amount vacated or modified, including any accrued interest, within ten (10) business days after the order vacating or modifying the award of attorney fees and costs or the Stipends becomes final.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Judgment.

In the event Class Counsel fails to repay to LGEUS any of attorneys fees and costs and/or

Stipends that are owed to it pursuant to this Undertaking, the Court shall, upon application of LGEUS and notice to Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders against each Class Counsel, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant and represent that they have both actual and apparent authority to enter into this stipulation, agreement and undertaking on behalf of their respective law firms or organizations.


This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the State of New Jersey and the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

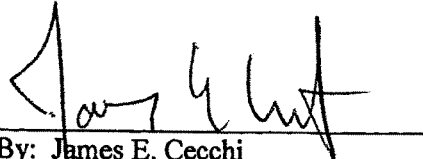
Dated: Sept. 5, 2011

JONATHAN D. SELBIN
LIEFF, CABRASER, HEIMANN & BERNSTEIN, LLP


By: Jonathan D. Selbin
For himself and on behalf of LIEFF, CABRASER,
HEIMANN & BERNSTEIN, LLP

Dated: Sept. 7, 2011

JAMES F. CECCHI
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY &
AGNELLO LLP



By: James E. Cecchi
For himself and on behalf of CARELLA, BYRNE,
CECCHI, OLSTEIN, BRODY & AGNELLO, P.C

Dated: _____

PAUL R. KIESEL
KIESEL, BOUCHER, & LARSON LLP

By: Paul R. Kiesel
For himself and on behalf of KIESEL, BOUCHER, &
LARSON LLP

Class Counsel

Dated: _____

LG ELECTRONICS USA, INC.

By: _____
For himself and on behalf of LG ELECTRONICS USA,
INC.

Dated: _____

BRIAN O'DONNELL
RIKER DANZIG SCHERER HYLAND & PERRETTI
LLP

By: Brian O'Donnell
For himself and on behalf of LG ELECTRONICS USA,
INC. and RIKER DANZIG SCHERER HYLAND &
PERRETTI LLP

Counsel for Defendant

By: James E. Cecchi
For himself and on behalf of CARELLA, BYRNE,
CECCHI, OLSTEIN, BRODY & AGNELLO, P.C

Dated: 9-2-2011

PAUL R. KIESEL
KIESEL, BOUCHER, & LARSON LLP



By: Paul R. Kiesel
For himself and on behalf of KIESEL, BOUCHER, &
LARSON LLP

Class Counsel

Dated: _____

LG ELECTRONICS USA, INC.

By: _____
For himself and on behalf of LG ELECTRONICS USA,
INC.

Dated: _____

BRIAN O'DONNELL
RIKER DANZIG SCHERER HYLAND & PERRETTI
LLP

By: Brian O'Donnell
For himself and on behalf of LG ELECTRONICS USA,
INC. and RIKER DANZIG SCHERER HYLAND &
PERRETTI LLP

Counsel for Defendant

By: James E. Cecchi
For himself and on behalf of CARELLA, BYRNE,
CECCHI, OLSTEIN, BRODY & AGNELLO, P.C

Dated: _____

PAUL R. KIESEL
KIESEL, BOUCHER, & LARSON LLP

By: Paul R. Kiesel
For himself and on behalf of KIESEL, BOUCHER, &
LARSON LLP

Class Counsel

Dated: SEPTEMBER 7, 2011


LG ELECTRONICS USA, INC.

By: RICHARD C. WINGATE
For himself and on behalf of LG ELECTRONICS USA,
INC.

Dated: _____

BRIAN O'DONNELL
RIKER DANZIG SCHERER HYLAND & PERRETTI
LLP

By: Brian O'Donnell
For himself and on behalf of LG ELECTRONICS USA,
INC. and RIKER DANZIG SCHERER HYLAND &
PERRETTI LLP

Counsel for Defendant

By: James E. Cecchi
For himself and on behalf of CARELLA, BYRNE,
CECCHI, OLSTEIN, BRODY & AGNELLO, P.C

Dated: _____

PAUL R. KIESEL
KIESEL, BOUCHER, & LARSON LLP

By: Paul R. Kiesel
For himself and on behalf of KIESEL, BOUCHER, &
LARSON LLP

Class Counsel


Dated: _____

LG ELECTRONICS USA, INC.

By: _____
For himself and on behalf of LG ELECTRONICS USA,
INC.

Dated: _____

BRIAN O'DONNELL
RIKER DANZIG SCHERER HYLAND & PERRETTI
LLP

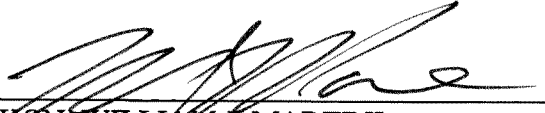

By: Brian O'Donnell
For himself and on behalf of LG ELECTRONICS USA,
INC. and RIKER DANZIG SCHERER HYLAND &
PERRETTI LLP

Counsel for Defendant

ORDER

The Court has considered the above Stipulation and finds that it is in the interests of all Parties and in service of judicial economy and efficiency. Therefore,

IT IS SO ORDERED this 6 day of Oct., 2011.


HON. WILLIAM J. MARTINI
UNITED STATES DISTRICT COURT

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